

**ATTACHMENT 4**

**INFORMATION REGARDING PERFORMANCE AND PAYMENT  
BONDS AND  
CERTIFICATE OF INSURANCE REQUIREMENTS**

**I. PERFORMANCE BOND – ATTACHMENT 4A**

A performance bond secures performance and fulfillment of the subcontractor's obligations under the subcontract. A performance bond is required in connection with this solicitation document's requirement in accordance with FAR 28.101-1. The Subcontractor shall be allowed ten (10) calendar days to submit an acceptable Performance Bond after award of one of the priced options for the subcontract. The penal sum of the Performance Bond shall be one hundred percent (100%) of the original subcontract price. If the subcontract price is increased during the performance of the subcontract, the Subcontractor shall be required to obtain additional performance bond protection equal to one hundred percent (100%) of the increase in subcontract price. Attachment 2 to this enclosure is an acceptable performance bond format.

**II. PAYMENT BOND – ATTACHMENT 4B**

A payment bond assures payments as required by law to all person supplying labor or material in the prosecution of the work provided for in the subcontract. A payment bond is required in connection with this solicitation document's requirement in accordance with FAR 28.101-1. The Subcontractor shall be allowed ten (10) calendar days to submit an acceptable Payment Bond after selection and award of one of the priced options for the subcontract. The penal sum of the Payment Bond shall be one hundred percent (100%) of the original subcontract price. If the subcontract price is increased during the performance of the subcontract, the Subcontractor shall be required to obtain additional payment bond protection equal to one hundred percent (100%) of the increase in subcontract price. Attachment 3 to this enclosure is an acceptable payment bond format

**III. CERTIFICATE OF INSURANCE – ATTACHMENT 4C**

The Subcontractor shall furnish a certificate of insurance within ten (10) days after receipt of notice of award that proves it has the minimum required types and insurance coverage. Unless otherwise specified in this solicitation document, the minimum types and coverage are specified in the applicable Appendix B - Standard Terms and Conditions clause entitled "Insurance--Work on a Government Installation" contained in Enclosure \* to this solicitation document. Attachment 4 to this enclosure is an acceptable certificate of insurance format.

**ATTACHMENT 4A**

**PERFORMANCE BOND FORM**

<b>PERFORMANCE BOND</b> (See Instructions on Reverse)		<b>DATE BOND EXECUTED</b> (Must be same or later than date of subcontract)			
<b>PRINCIPAL</b> (Legal Name and Business Address)		<b>TYPE OF ORGANIZATION</b> ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation			
		<b>STATE OF INCORPORATION</b>			
<b>SURETY(IES)</b> (Name and Business Address)		<b>PENAL SUM OF BOND</b>			
		Million(s)	Thousand(s) )	Hundred(s)	Cents
		Subcontract Date		Subcontract No.	

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) and The Midwest Research Institute acting through its National Renewable Energy Laboratory Division (hereinafter called NREL), as co-obligees in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The principal has entered into the subcontract identified above.

**THEREFORE:**

The above obligation is void if the principal --

A.1. Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the subcontract during the original term of the subcontract and any extensions thereof that are granted by NREL, with or without notice to the Surety(ies), and during the life of any guaranty required under the subcontract; and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the subcontract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

B. Pays to the Government the full amount of the taxes imposed by the Government, if the said subcontract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction subcontract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
Signature(s)	1.  (Seal)	2.  (Seal)	3.  (Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
Signature(s)	1.  (Seal)	2.  (Seal)
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)					
S U R E T Y  A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
		NAME(S) & TITLE(S) (TYPED)	1.	2.	

CORPORATE SURETY(IES) (Continued)					
S U R E T Y  B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		

BOND PREMIUM	Rate Per Thousand \$	Total \$
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INSTRUCTIONS	
1. This form is authorized for use in connection with NREL subcontracts. Any deviation from this form will require the written approval of the Subcontract Administrator for NREL.	
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.	
3. a. Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.	
b. Where individual sureties are involved, a complete Affidavit of Individual Surety (the form shall conform to a Standard Form 28, found in the Federal Acquisition Regulations at Subpart 53.301-28 appropriately modified to reflect NREL's role in the procurement action), for each individual surety, shall accompany the bond. NREL may require the surety to furnish additional substantiating information concerning its financial capability.	
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.	
5. Type the name and title of each person signing this bond in the space provided.	

**ATTACHMENT 4B**

**PAYMENT BOND FORM**

<b>PAYMENT BOND</b> (See Instructions on Reverse)		<b>DATE BOND EXECUTED</b> (Must be same or later than date of subcontract)			
<b>PRINCIPAL</b> (Legal Name and Business Address)		<b>TYPE OF ORGANIZATION</b> ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation			
		<b>STATE OF INCORPORATION</b>			
<b>SURETY(IES)</b> (Name and Business Address)		<b>PENAL SUM OF BOND</b>			
		Million(s)	Thousand(s) )	Hundred(s)	Cents
		Subcontract Date		Subcontract No.	

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) and The Midwest Research Institute acting through its National Renewable Energy Laboratory Division (hereinafter called NREL), as co-obligees in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a lower-tier subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the subcontract identified above, and any authorized modifications of the subcontract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

<b>PRINCIPAL</b>				
Signature(s)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	1. _____	2. _____	3. _____	

<b>INDIVIDUAL SURETY(IES)</b>		
Signature(s)	1. _____ (Seal)	2. _____ (Seal)
Name(s) (Typed)	1. _____	2. _____

<b>CORPORATE SURETY(IES)</b>					
S U R E T Y  A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1. _____	2. _____		
		NAME(S) & TITLE(S) (TYPED)	1. _____	2. _____	

CORPORATE SURETY(IES) (Continued)					
S U R E T Y  B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
S U R E T Y  G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		

  

<p style="text-align: center;"><b>INSTRUCTIONS</b></p> <ol style="list-style-type: none"> <li>This form, for the protection of person supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Subcontract Administrator for NREL.</li> <li>Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.</li> <li> <ol style="list-style-type: none"> <li>Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.</li> <li>Where individual sureties are involved, a complete Affidavit of Individual Surety (the form shall conform to a Standard Form 28, found in the Federal Acquisition Regulations at Subpart 53.301-28 appropriately modified to reflect NREL's role in the procurement action), for each individual surety, shall accompany the bond. NREL may require the surety to furnish additional substantiating information concerning its financial capability.</li> </ol> </li> <li>Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.</li> <li>Type the name and title of each person signing this bond in the space provided.</li> </ol>					
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**ATTACHMENT 4C**

**CERTIFICATE OF INSURANCE FORM**

<b>CERTIFICATE OF INSURANCE</b>					Issue Date (MM/DD/YY)	
<b>Producer</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY LETTER A				
<b>Insured</b>		COMPANY LETTER B				
		COMPANY LETTER C				
		COMPANY LETTER D				
		COMPANY LETTER E				
<p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract, subcontract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>General Liability</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractor's Protection <input type="checkbox"/> _____				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
	<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____				Combined Single Limit  Bodily Injury (Per person)  Bodily Injury (Per accident)  Property Damages	\$ _____ \$ _____ \$ _____ \$ _____
	<b>Excess Liability</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence  Aggregate	\$ _____ \$ _____
	<b>Worker's Compensation and Employers' Liability</b>				<input type="checkbox"/> Statutory Limits Each Accident Disease--Policy Limit Disease--Each Employee	\$ _____ \$ _____ \$ _____
	Other					
Description of Operations/Locations/Vehicles/Special Items						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
Midwest Research Institute National Renewable Energy Laboratory Division 1617 Cole Boulevard Golden, CO 80401				Should any of the above described policies be canceled before the expiration date thereof, the issuing Company will endeavor to mail thirty (30) days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives.		
				Authorized Representative		